

10-29-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

General Electric Capital Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

Execution Date: August 31, 2001

2. Name and address of receiving party(ies)

Name: Weider Publications, Inc.

Internal

Address: _____

Street Address: 2100 Erwin Street

City: Woodland Hills State: CA Zip: 91367

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
(see attached Schedule)B. Trademark Registration No.(s)
(see attached Schedule)Additional number(s) attached ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Beth Kotran, Esq.

Internal Address: Goodwin Procter LLP

Street Address: 7 Becker Farm Road

City: Roseland State: NJ Zip: 07068

6. Total number of applications and registrations involved: _____

54

7. Total fee (37 CFR 3.41).....\$ 1365.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

06-0923

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Beth Kotran, Esq.

Name of Person Signing

Signature

October 16, 2001

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 2384 FRAME: 0986

TRADEMARK SCHEDULE

TRADEMARK	SERIAL NO./REG. NO.	FILING DATE/ REG. DATE
FIT PREGNANCY	1994180	August 13, 1996
FIT PREGNANCY	2188470	September 8, 1998
FIT-X	2465029	July 3, 2001
FLEX	1340659	June 11, 1985
FLEX	2186743	September 1, 1998
HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEMS	2285899	October 12, 1999
H.U.G.E. HARDGAINERS ULTIMATE GROWTH ENHANCEMENT SYSTEM	2433879	March 6, 2001
JUMP ?	2109655	October 28, 1998
JUMP	2186744	September 1, 1998
LIVING FIT	2291337	November 9, 1999
LIVING FIT	2053774	April 22, 1997
LIVING FIT	2105850	October 14, 1997
MEN'S FITNESS	1519426	January 3, 1989
MEN'S FITNESS	1956592	February 13, 1996
MUSCLE & FITNESS	2254062	June 15, 1999
NATURAL HEALTH	1739267	December 8, 1992
NATURAL HEALTH SHOPPER	1983132	June 26, 1996
NATURAL HEALTH THE GUIDE TO WELL-BEING	1790311	August 31, 1993
PRIME HEALTH & FITNESS	2429023	February 20, 2001
SHAPE	1153429	May 5, 1981
SHAPE	1495154	July 5, 1988
SHAPE	1498564	August 2, 1988
SHAPE	1525562	February 21, 1989
SHAPE	2189909	September 15, 1998
SHAPE COOKS	2134850	February 3, 1998
SHAPE COOKS	2189911	September 15, 1998
ACTIVE.LIFE.STYLE	76/065912	June 8, 2000
ARMED FORCES	75/908799	February 2, 2000
FIT FOR LIFE RESPONSE PAK	75/747442	July 2, 1999
FLEX -BATTLE OF THE BICEPS	76/272579	June 15, 2001
FLEX-BATTLE OF THE BICEPS	76/272580	June 15, 2001
GIFT-O-METER	75/923079	February 18, 2000
HARD BODY RESPONSE PAK	75/747439	July 2, 1999
HERS	75/827278	October 21, 1999
HIS	75/909314	February 3, 2000
JOE WEIDER'S BATTLE OF THE BICEPS	75/272576	June 15, 2001
JOE WEIDER'S BATTLE OF THE BICEPS	76/272577	June 15, 2001
JUMP ON CAMPUS	75/807939	September 27, 1999
MUSCLE & FITNESS - BATTLE OF THE BICEPS	76/272581	June 15, 2001
MUSCLE & FITNESS - BATTLE OF THE BICEPS	76/272582	June 15, 2001

TRADEMARK	SERIAL NO./REG. NO.	FILING DATE/ REG. DATE
MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/194791	January 10, 2001
MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/198600	January 20, 2001
MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/198601	January 20, 2001
MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/198602	January 20, 2001
NATURAL HEALTH NEWS	76/265048	June 1, 2001
PRIME HEALTH & FITNESS	75/231067	January 24, 1997
REAL GIRL SIGHTINGS	75/425509	January 29, 1998
SHAPE'S ESSENTIAL GUIDE TO ADVENTURE TRAVEL	75/492547	May 28, 1998
SHAPE'S ESSENTIAL GUIDE TO BEAUTY	75/492238	May 23, 1998
SHAPE'S ESSENTIAL GUIDE TO FALL	75/942667	March 13, 2000
SHAPE'S ESSENTIAL GUIDE TO GEAR	75/492546	May 23, 1998
SHAPE'S ESSENTIAL GUIDE TO SUMMER	75/397970	December 1, 1997
SHAPE'S ESSENTIAL GUIDE TO WINTER	75/942666	March 13, 2000
SHAPE'S FIT FOR ADVENTURE	76/272578	June 15, 2001

TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS, PATENTS, COPYRIGHTS AND INTELLECTUAL PROPERTY

This TERMINATION, RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS, PATENTS, COPYRIGHTS AND INTELLECTUAL PROPERTY (the "Release") is made and entered into as of this 31 day of August, 2001 (the "Release Date") by and among GENERAL ELECTRIC CAPITAL CORPORATION, acting on its own behalf and as agent for the Lenders identified below ("Agent"), and is for the benefit of WEIDER HEALTH AND FITNESS, a Nevada corporation ("Holdings"), and its subsidiaries and affiliates including WEIDER PUBLICATIONS, INC., a Delaware corporation ("Publishing", and collectively with Holdings, referred to as the "Releasees").

Recitals:

A. By a certain Credit Agreement dated October 18, 1994 (the "Original Credit Agreement") as amended and restated by an Amended and Restated Credit Agreement dated as of January 4, 1995 (the "Second Credit Agreement"), Agent, and certain lenders extended credit and made other financial accommodations to Holdings and/or to its subsidiaries and affiliates.

B. Holdings and certain of its subsidiaries and affiliates subsequently entered into that certain Second Amended and Restated Credit Agreement dated as of April 8, 1997 (the "Third Credit Agreement"), that certain Third Amended and Restated Credit Agreement dated as of May 6, 1997 (the "Fourth Credit Agreement"), that certain Fourth Amended and Restated Credit Agreement dated as of December 17, 1997 (the "Fifth Credit Agreement"), and that certain Fifth Amended and Restated Credit Agreement dated as of July 8, 1998 (the "Sixth Credit Agreement") with the Agent and certain lenders (the "Lenders"). (The Original Credit Agreement, the Second Credit Agreement, the Third Credit Agreement, the Fourth Credit Agreement and the Fifth Credit Agreement and any and all amendments thereto are hereinafter collectively referred to as the "Loan Documents.")

C. Holdings, and certain of its subsidiaries and affiliates (including those identified below in paragraph D), granted to Lenders certain security interests in and to certain trademark license rights, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names, trade dress, patent license rights, patents and patent applications, copyrights and other intellectual property (collectively, the "Intellectual Property") pursuant to the Loan Documents and the following documents:

(i) those certain Trademark Security Agreements, each dated as of October 18, 1994, between each of Holdings and Publishing and Agent (as amended, restated or otherwise modified, the "Trademark Security Agreements");

(ii) that certain Patent Security Agreement, dated as of October 18, 1994, between Holdings and Agent (as amended, restated or otherwise modified, the "Patent Security Agreement"); and

(iii) that certain Copyright Security Agreement, dated as of October 18, 1994,

between Holdings and Agent (as amended, restated or otherwise modified, the "Copyright Security Agreement", and collectively with the Trademark Security Agreements and the Patent Security Agreement, the "Intellectual Property Security Agreements").

D. The Intellectual Property Security Agreements and the Loan Documents include a grant of security interests in and to Intellectual Property of each Releasee.

E. Agent, pursuant to this Release, will on behalf of itself and as agent for the Lenders, evidence its termination and release of any and all security interests in and to any and all Intellectual Property of Releasees.

Release:

NOW, THEREFORE, in reliance on the above recitals for and in consideration of the premises, provisions and covenants as set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Agent, by and for itself and as agent for and on behalf of the Lenders, and Holdings hereby agree as follows:

1. Release of Security Interests. Effective as of the Release Date, Agent, by and for itself and as agent for and on behalf of the Lenders, hereby irrevocably and forever terminates, releases and discharges from any and all interests and obligations to Agent and the Lenders pursuant to the Intellectual Property Security Agreements and the Loan Documents with respect to any and all security interests in and any pledge of or lien upon, in and to any and all Intellectual Property of Releasees, including (i) any and all trademark applications, service mark applications, trademark registrations, service mark registrations, trade names, brands and trade dress, including the marks, applications and registrations thereof identified on Schedule A, attached hereto and incorporated herein by this reference, (ii) the trademark license rights identified on Schedule B, attached hereto and incorporated herein by this reference, (iii) the patents and patent applications identified on Schedule C, attached hereto and incorporated herein by this reference, (iii) any and all patent license rights, including any patent license rights identified on Schedule D, attached hereto and incorporated herein by this reference, and (iv) any and all copyrights identified on Schedule E, attached hereto and incorporated herein by this reference.

2. Worldwide Scope of Release. By this Release, Agent, by and for itself and as agent for and on behalf of the Lenders, intends to and hereby does terminate, release and discharge any and all rights, titles and interests, in any jurisdiction anywhere in the world, of Agent and/or the Lenders in and to any trademark, patent or copyright of the Releasees under any of the Loan Documents.

3. Recordation of Release. The Agent understands and agrees that this Release may be recorded by or for Holdings with the U.S. Patent and Trademark Office and with any other agency, office or authority in any jurisdiction.

4. Further Actions. Agent, for itself and as Agent for the Lenders, further agrees, at Holdings's expense, to execute any other documents and take any further action reasonably

necessary in any state, country or jurisdiction that Holdings may reasonably require to effect the intent and purpose of this Release.

[signature page follows]

IN WITNESS WHEREOF the parties have executed this Termination, Release and Discharge as of the date above set forth.

**GENERAL ELECTRIC CAPITAL
CORPORATION, for itself, and as
Agent for the Lenders**

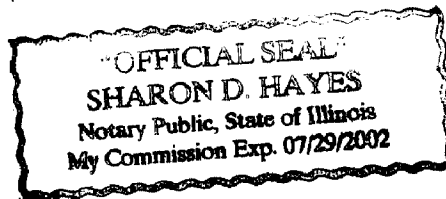
By: 
Its: Duly Authorized Signatory

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 31 day of August, 2001 before me personally appeared Robert Piera, to me known who, being by me duly sworn, did depose and say that she/he is Duly Authorized Sig. of GENERAL ELECTRIC CAPITAL CORPORATION described herein and which executed the foregoing instrument and that she/he signed her/his name thereto pursuant to the authority granted by GENERAL ELECTRIC CAPITAL CORPORATION.

Notary Public

Sharon D. Hayes



October 16, 2001

Via Express MailCommissioner of Patents and Trademarks
BOX Assignments
Washington, DC 20231Re: Recordation of Release of Security Interest
General Electric/Weider Publications
Client/Matter No.: 031448/133908

"Express Mail" mailing label <u>KT673 801 410 US</u>
Date of Deposit <u>Oct 16, 2001</u>
I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box: ASSIGNMENTS, Washington, D.C. 20231
<u>ERIKA McDOUGAL</u>
<u>Erika McDougall</u> (Signature of person mailing paper or fee)

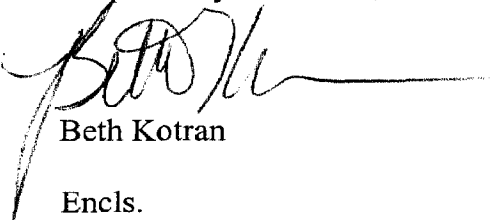
Dear Commissioner of Patents and Trademarks:

Enclosed please find for recordation in the Trademark Office, a Release of Security Interest effective August 31, 2001 granted by General Electric Capital Corporation (the "Assignor"), in favor of Weider Health and Fitness and its subsidiaries including Weider Publications, Inc. Please record this release against the records of the Trademark Office for the trademarks listed on the Schedule attached to the Trademark Recordation Cover Sheet.

In connection with the Release of Security Interest, enclosed please find the Recordation Cover Sheet and a return postcard. The fee of \$1365.00 for filing the Release of Security Interest, in addition to any amounts due in excess of the aforementioned amount, should be charged against the Goodwin Procter LLP Deposit Account No. 06-0923.

Any questions relating to the enclosed information may be directed to the undersigned.

Respectfully submitted,


Beth Kotran

Encls.

LIBNJ/1026946.1

October 16, 2001

Via Express MailCommissioner of Patents and Trademarks
BOX Assignments
Washington, DC 20231Re: Recordation of Release of Security Interest
General Electric/Weider Publications
Client/Matter No.: 031448/133908"Express Mail" mailing label ET 673 801 412 USDate of Deposit Oct 16, 2001I hereby certify that this paper or fee is being deposited
with the United States Postal Service "Express Mail Post Office
to Addressee" service under 37 CFR 1.10 on the date indicated
above and is addressed to the Commissioner of Patents and
Trademarks, Box: ASSIGNMENTS, Washington, D.C. 20231ERIKA MCDONALDErin McDonald
(Signature of person mailing paper or fee)

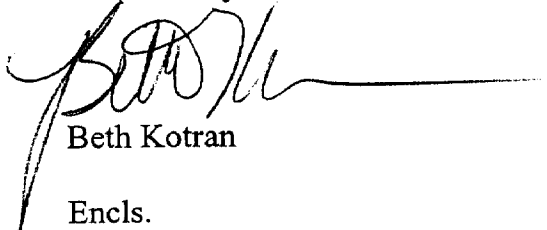
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